Request for Proposal

For

Supply of 3G HSPA+ Data Modems

Requested By
Mahanagar Telephone (Mauritius) Ltd
(A subsidiary of Mahanagar Telephone Nigam Ltd-A Govt. of India Enterprise)

'MTML SQUARE', 63, Cyber City, EBENE
Mauritius

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SECTION-I

GLOBAL TENDER NOTICE

NOTICE INVITING PROPOSAL

RFP No.: MTML/01/2015/HSPA-DM Dated: 22-04-2015

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed **global RFP** from eligible bidders as per eligibility conditions of RFP, under two bid stage system for **Supply of HSPA+ data modems for its 3G network.**

Due Dates for submission of your offers:

1	Date of issue of Request for Proposal (RFP)	22.04.2015
2	Sale of RFP document	22.04.2015 to 06.05.2015
3	Requests for Clarification from Vendors	Upto 17.00 hrs on 06.05.2015
4	Issue of Clarifications by MTML	07.05.2015
5	Last date for Submission of offers	Upto 14.00 hrs of 11.05.2015
6	Date & Time for opening the offers(Techno-Commercial)	14.30 hrs of 11.05.2015

RFP Document can be purchased from CFO, MTML, 'MTML SQUARE', 63, Cyber City, Ebene, Mauritius on payment of non-refundable MUR 2,000/- (MUR Two Thousand only) by Demand Draft in favour of 'Mahanagar Telephone (Mauritius) Ltd. The RFP Document can also be downloaded from MTML's website **'www.chili.mu'** in which case the vendor shall submit a Demand Draft of MUR 2,000/- (MUR Two Thousand only) or USD 55 (through TT) towards the cost of RFP document in a separate envelope along with the offer, failing which the offer will not be accepted.

Note:

All timing given above are Mauritius local time, MTML reserves the right to change the above dates at its discretion.

Reliance by any person or entity on the schedule set out above shall in no circumstances lead to any liability of MTML.

SECTION - II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION.

Mahanagar Telephone (Mauritius) Ltd. (MTML) invites sealed **global RFP**, under two bid stage system for **Supply of HSPA+ data modems for its 3G network.** The data modems being requested would be USB Type & Ethernet Type models, as per technical details mentioned in the bid document. The bidders can bid for either for all types of data modems or for any one of these. MTML reserves the right to accept/reject the bid for all or any model/ item.

2. DEFINITIONS

"The Purchaser" means the MAHANAGAR TELEPHONE (MAURITIUS) LTD

"The Bidder" means the individual or firm who participates in the RFP and submits its bid.

"The Supplier" means the individual or firm supplying the goods under the contract.

"The Goods" means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

"The Letter of Intent" means the intention of the Purchaser to place the Purchase order on the bidder.

"The Purchase Order" means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.

"The Contract effective date" means the date of Purchase Order.

"The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

3. Eligibility:

3.1 The bidder should be an Original Equipment Manufacturer (OEM), manufacturing the specific requested equipment OR his authorized distributor/ agent/ representative, duly authorized by the OEM to submit the bid on their behalf, having the certificate of authorization for submitting the bid and supplying and maintaining the equipment on behalf of the OEM. The authorization certificate shall be required to be submitted at the time of bid indicating the commitment of O.E.M. for meeting contractual obligations.

3.3 The bidder should be financially sound with a minimum turn over of US$ Five Million in each of the last two financial years. In case of Foreign Firms having subsidiary in Mauritius, for the purpose of financial strength, turn over of the parent company will also be considered. They shall provide credential in support of their technical capabilities, financial strength and commitment to their customers.

3.4 The bidder/OEM, in addition to the above, should also have got an experience of having supplied a minimum quantity of 100,000 Data Modems working satisfactorily.

3.5 The models being offered should be complied with all the mandatory tests as defined in 3GPP standards. These models should also meet all the criteria listed by ICTA (local regulator in Mauritius) for quality, safety and radiation issues. The supporting documents with pass certificates from a recognized/accredited laboratory should be submitted along with the bid. In case of the bidder not readily having the above certificate for the models being offered, the bidder shall submit a commitment letter along with the bid that the certificates from internationally accredited lab will be provided along with the compliance to the LOI (Letter of Intent).

3.6 In support of above eligibility requirement vide para 3.4, the bidder/OEM must provide certificate from the operator in the following format

a) Name of the organization and country.
b) Experience of supplying atleast 100,000 Data Modems indicating quantity, model no, date of supply.
c) Experience of supplying for the requested model
d) Statement to the effect that performance against (b) & (c) above is satisfactory.

The above certificate must be signed by senior executive of the organization clearly indicating his /her name, designation and contact details.

4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the biding process.

5. THE BID DOCUMENTS

5.1 The goods required to be supplied,
bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

a) Notice Inviting RFP

b) Instructions to Bidders

c) General (Commercial) Conditions of Contract

d) Special conditions of Contract.

e) Schedule of Requirements and delivery schedule

f) Technical Specifications.

g) Bid Form and Price Schedules

h) Bid Security Form

i) Performance Security Bond Form

j) Letter of authorization to attend bid opening.

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

6. CLARIFICATION OF BID DOCUMENTS

6.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser may, but shall not be obliged to respond in writing to any request for the clarification of the Bid Documents, which it receives not later than the date mentioned above. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

6.2 Any clarification issued by MTML in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6.3 The bidders are required to keep a watch on the MTML web site w.r.t. any amendment to the RFP document or to clarification to the queries raised by the bidders till a day prior to the opening of the RFP. MTML reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the RFP document and amendments for their completeness.

7. AMENDMENT OF BID DOCUMENTS:

7.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

7.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

7.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

8. PREPARATION OF BIDS

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in **ENGLISH** language, provided that any printed literature furnished by the bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the bidder and purchaser shall not be responsible for any loss/likely loss due to error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall only govern.

8.2 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

(a) Authorization to the person signing the offer.

(b) Documentary evidence established in accordance with the clause 3 & 11 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

(c) Bid Security furnished in accordance with clause 13.

(d) A Clause by Clause compliance as per clause 12.2 (c)

(e) A Bid form and price schedule completed in accordance with clause 9 & 10.

(f) Test certificates from the internationally accredited lab for passing tests and as defined in 3GPP Standards for the specific equipment and health & safety and radiation related test certificates as specified by ICTA.

or

a commitment letter along with the bid that tests certificates from internationally accredited lab will be provided along with the compliance to the LOI (Letter of Intent).

(g) The bidder should submit at least one sample of each model quoted as envisaged in clause 7 of Special Condition of Contract, Section-IV of

the RFP Document along with the bid. In case of failure to do so, the bid shall be rejected summarily.

9. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VII.

10. BID PRICES

10.1 The prices quoted shall be **all inclusive prices** at Mauritius (basic, excise, freight, Insurance, loading & unloading, transporting charges to MTML store, Clearing charges etc) except duties & levies payable in Mauritius and shall be in **US DOLLAR** for all items as per the schedule of requirement (Section-V) and other items, if any, strictly in appropriate price schedule tables attached to these documents as per Section VII.

10.2 The Purchaser shall be responsible for paying all the duties/ levies on equipment & software within Mauritius and the duties/ levies outside Mauritius shall be responsibility of the Bidder.

10.3 The prices quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. An offer submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.4 The unit prices quoted by the Bidder shall be in sufficient detail to enable the Purchaser to arrive at prices of equipment/system as offered.

10.5 'DISCOUNT', if any, offered by the Bidder shall not be considered unless they are specifically indicated in the price schedule. Bidder, desiring to offer discount, should therefore, quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10.6 The quoted price shall be all-inclusive and payment of income tax/any other taxes by recipient of payments under this clause shall not be the responsibility of the Purchaser either at the time of supply of equipment or at any time thereafter.

10.7 Arranging various clearances of goods and supply, on behalf of the purchaser, such as custom clearance etc. from different Agencies in Mauritius, and transporting & unloading the goods and supply up to the store of MTML shall be prime responsibility of the Bidder. No separate charges shall be payable for the same.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

11.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.

(i) Certificate of incorporation.
(ii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
(iii) Authorization certificate of the manufacturer for supply & maintenance support.
(iv) Authorization to bid in the RFP.
(v) Eligibility requirement as per clause 3 Section II of RFP.

11.2 (i) The bidder shall furnish Annual Report and /or a certificate from its bankers as an evidence that he has financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

11.3 In order to enable the Purchaser to assess the proven-ness of the data modems offered, the bidder shall provide documentary evidence regarding the data modems being offered by him.

12. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

12.1 Pursuant to clause 8, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

12.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

(a) a detailed description of goods with essential technical and performance characteristics;

(b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and

(c) **a clause - by- clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the**

bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section VI), General Conditions (Section-II), Commercial Conditions (Section III) and Special Conditions (Section IV) shall not be considered.

12.3 For the purpose of compliance to be furnished pursuant to the clause 12.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

13. BID SECURITY

13.1 The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee for **USD 1,500 (US Dollars One Thousand Five Hundred only) valid for 150 days.**

13.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 13.1.

13.3 The bid security shall be in the form of a bank Guarantee issued by a first class commercial bank in Mauritius in favour of the purchaser, valid for a period of 150 days from the date of RFP opening.

13.4 The bid not secured in accordance with para 13.1 & 13.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

13.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 45 days after the placement of firm Purchase Order by the Purchaser or on expiry of the period of the bid validity prescribed by the purchaser.

13.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause and furnishing the performance security.

13.7 The bid security may be forfeited:

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder, if the bidder fails:

(i) to sign the contract in accordance with clause 30.1 or

(ii) to furnish performance security in accordance with clause 29.2.

(c) In both the above cases, i.e 13.7 (a) & (b), the bidder will not be eligible to participate in the RFP for same item for one year from the date of issue of

LOI. The bidder will not approach the court against the decision of MTML in this regard.

14. PERIOD OF VALIDITY OF BIDS

14.1 Bid shall remain valid for 120 days from the date of opening of bids prescribed by the purchaser. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**

14.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

15. FORMATS AND SIGNING OF BID

15.1 (i) The bidder shall prepare one complete set of original bid and make one copy of the same clearly marking one as **'Original Bid'** and other as **'Copy of Original'**. In the event of any discrepancy between the copies, the original shall govern.

(ii) The copy of quality manual and Article or Memorandum of Association may be provided in **original copy.**

15.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

16.1. Bidders who have downloaded the RFP document shall have to submit the payment of MUR 2000 (or USD 55), **failing which the bids will not be opened further.**

16.2 Bids shall be submitted in the following manner in separately sealed envelopes duly superscribed as below: -

Part "A" – Techno commercial/unpriced bid.

Part “B” – Financial/Priced Bid in separate envelops for each item

16.3 Part “A” shall contain original and one copy of UNPRICED BID complete with all technical and commercial details other than price i.e, identical to part “B” with prices blanked out.

THE ORIGINAL BID SECURITY OF REQUISITE VALUE MUST BE ENCLOSED IN A SEPARATE COVER WHICH WILL BE OPENED FIRST.

Each of the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly superscribed with Bid Document No. item details bid due date etc., and “Unpriced Bid, - Do not Open before …… (pl mention date & time as given in section I)”. The envelope shall also indicate the name of the Bidder. Unsealed bids will not be accepted (unsealed bids will neither be opened nor evaluated).

16.4 Part “B” priced bid shall be submitted in original and one copy with FULL PRICE DETAILS duly sealed in separate envelopes for each item duly superscribed with Bid document No, item detail, due date etc. and ‘Financial/Priced Bid – DO NOT OPEN’

16.5 The two envelope containing Part “A” and Part “B” should be enclosed in a larger envelope duly wax sealed and bear the name and address of the bidder.

16.6 At least original copies of Techno commercial Bid and Financial Bid should be signed by the bidder on each page.

16.7 **Sealing & Marking of Bids:**

The Bidder shall seal the original and each copy of the bid in an inner and an outer envelope duly marking both the envelopes as “Original” and “Copy”. The financial bid for each item should be sealed in separate envelops.

16.8 The inner and outer envelopes shall be:

a) Addressed to Purchaser as follows at the following address :

Chief Technical Officer
Mahanagar Telephone (Mauritius) Ltd,
‘MTML SQUARE’
63, Cyber City, Ebene
Mauritius.

b) Bear the RFP number, and the words “DO NOT OPEN BEFORE.(Pl mention date & time as given in Section I)”.

c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.

d) Bids may be sent by Registered Post or delivered in person on the above mentioned address. The responsibility for ensuring the Bids are delivered in time would vest with the bidder.

e) Bids delivered in person shall be delivered to Chief Technical Officer Mahanagar Telephone (Mauritius) Ltd, 2nd floor, MTML SQUARE, 63 Cyber City, Ebene, Mauritius on or before the date and time specified. The Purchaser shall not be responsible if the bids are delivered elsewhere.

f) Venue of RFP Opening - RFP will be opened in Conference Room, 2nd Floor, MTML Square, 63, Cyber City, Ebene, Mauritius at specified time on the due date.

17. SUBMISSION OF BIDS

17.1 Bids must be received by the Purchaser at the address specified under para 16.8 not later than the date & time mentioned in section I.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

17.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of the Bid Documents.

17.4 The bidder will submit samples of the data modem models quoted, along with the bid. These samples will be evaluated for their proper functioning in the network, features and look.

18. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 17.1, shall be rejected and returned unopened to the bidder.

19. MODIFICATIONS AND WITHDRAWAL OF BIDS

19.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 16. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

19.3 No bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION

20. OPENING OF BIDS BY PURCHASER

20.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who choose to attend, at the due date & time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).

20.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

20.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

20.4 The date fixed for opening of bids, if subsequently declared as holiday by the MTML, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

21. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

22. PRELIMINARY EVALUATION

22.1 The Purchaser shall evaluate the Techno Commercial/unpriced bids to determine whether they are complete, whether any computational errors have been made, whether required sureties has been furnished, whether the documents have been properly signed and whether the bids are generally in order.

22.2 Bids without proper authorization from the bidder/manufacturers shall be treated as non-responsive.

22.3 The purchaser may waive any minor infirmity or non-conformity or irregularity a bid which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any bidder.

23. EVALUATION OF TECHNO-COMMERCIAL BIDS:

23.1 The details of financial strength and experience of the bidders shall be examined to determine whether the bidders meet the qualification in accordance with the criteria specified in Clause 3.

23.2 During the technical evaluation, MTML at its discretion may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTML.

23.3 The bids that do not meet all the requirements will be rejected.

23.4 Prior to detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

23.5 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.6 Further examination of only such bids determined to be substantially responsive will be taken up and Techno-commercial clarifications/discussions, if considered necessary, obtained/held with such bidders to determine the acceptability of the bids.

23.7 The samples submitted by the bidders for various models will be tested for proper functioning in the network and will be evaluated based on the performance, features and look of the model. The models which are not found to be satisfactory will not be considered for further evaluation.

24. EVALUATIOIN OF PRICE BIDS:

24.1 The price bid of the technically and commercially acceptable bidders for the accepted models/ items only will be opened in the presence of bidder's representative(s) who choose to attend on the date and time of opening of price Bid.

24.2 Evaluation of the financial offers and ranking of the Bidders shall be based on the following criteria:

The sum of prices of quoted model in Bid Form & Price Schedule (Section VII Part-II Table-IA) for all data modems will be taken for evaluation.

Purchaser has the right to negotiate the prices with the overall lowest quote Bidder on total quoted package price on the prices quoted. The negotiations would be on total package price and/ or itemized prices. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

Note: Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price will be corrected. If there is a discrepancy between the total offer amount and the sum of total prices, the sum of total prices shall prevail and the total offer amount will be corrected. If anywhere, prices are quoted in figures and words and if there were discrepancy between the two, words would prevail. Bidder shall accordingly be bound by the terms of their respective offers corrected in accordance with this paragraph.

25 CONTACTING THE PURCHASER

25.1 Subject to Clause 21, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

25.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

AWARD OF CONTRACT

26. PLACEMENT OF ORDER

The purchaser will award the contract to successful bidder(s) whose bid has been determined to be substantially responsive technically and commercially acceptable and has been determined as the lowest evaluated price bid provided further that bidder is determined by the purchaser to be fully qualified to perform the contract satisfactorily.

27. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) MTML will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running RFP /contract within a period of twelve months from the earliest date of acceptance of LOI at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

29. NOTIFICATION OF AWARD & ISSUE OF LETTER OF INTENT

29.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to enter into contract with the bidder.

29.2 The bidder shall within 14 days of issue of the Letter of Intent (LOI), give his unequivocal/unconditional acceptance along with performance security in conformity with section IX provided with the bid document.

30. SIGNING OF CONTRACT

30.1 The issue of Purchase order shall constitute the award of contract on the bidder. No Separate specific contract needs to be entered.

30.2 Upon the successful bidder furnishing performance security pursuant to clause 29.2 the Purchaser shall discharge the bid security in pursuant to clause 13.6.

31. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

32. QUALITY ASSURANCE REQUIREMENTS:

The supplier shall have Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- Procedure for controlling design/production Technical Officering, materials, choice of components/Bidders, manufacturing and packaging process for supplying quality products.
- System of Inward Good Inspection.
- System to calibrate and maintain required measuring and test equipment.
- System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above Or infrastructure assessment certificate shall be furnished.

33. OUTRIGHT REJECTION AND NON COMPLIANCE OF BIDs

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in out right rejection of the bid.**

(i) **Clause 16.2 of Section II**: The bids will be recorded /returned unopened if covers are not properly sealed.

(ii) **Clause 16.1 of Section II** : The Cost of Bid Document MUR 2,000/- not submitted in a separate envelope in the case of bidders who have not purchased the same from MTML and downloaded from the Company's website.

(ii) **Clauses 13.1, 13.2 & 13.3 of Section II** : The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 13.1 & 13.2 and bid validity is less than the period prescribed in Clause 13.3 mentioned above.

(iii) **Clause 3 & 11 of Section II** : If the eligibility condition as per clause 3 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 11 of section II are not enclosed, the bids will be rejected without further evaluation.

(iv) **Clause 12.2 (c) of Section II :** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

(vi) **Section III Commercial conditions, Section IV Special Conditions of Contract & Section VI Technical Specifications** : Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

(vii) **Section VII Price Schedule** : Prices are not filled in as prescribed in price schedule.

(viii) **Section II clause 10.5 on discount which is reproduced below**:

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

SECTION III:

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VI.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

4. PERFORMANCE SECURITY

4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 12% of the value of purchase order within **14 days** from the date of issue of Letter of Intent by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee valid for 12 months, issued by a First Class Commercial Bank of Mauritius and in the form provided in 'Section IX' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser at site.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's

premises will also be tested before “take over” and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser at site.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its ‘Schedule of Requirements’ and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed as per the schedule of requirement. The actual delivery schedule will be given in purchase order/ work-order.

6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation and field trial, if any.

7. TRAINING

7.1 The bidder shall provide training for operation and maintenance staff of the purchaser free of cost where required.

7.2 The bidder shall provide all training material and documents.

8. INCIDENTAL SERVICES

8.1 The supplier may be required to provide any or all of the following services :

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

(c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

9.1 The purchaser may like to purchase spares & Optional items. Therefore, the bidder shall indicate all inclusive itemized prices for various optional items like

Power supply Adapter, Ethernet cable, Phone cable & USB external cables for Data modems. These prices will not form part of the evaluation.

10. WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **twelve months after the stores have been taken over**. Warranty shall also include replacement of faulty Software.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

10.4 An additional quantity of 2% data modems is acceptable in lieu of the warranty obligations of one year. However, if there is any manufacturing or design defect, the whole lot is to be replaced if pointed out within one month of receipt of goods.

11. PAYMENT TERMS:

The following payment terms shall be applicable for each work-order, for the ordered quantity:

(i) Irrevocable and confirmed LC to the extent of 100% of Invoice value shall be established through first class bank in Mauritius and advised through first class international bank minimum 15 days prior to the date of delivery. 80% of this amount will be paid on presentation of the Airway documents/ bill of lading, packing list, insurance certificates, Factory inspection reports/ Factory test reports done by manufacturer, to MTML, Mauritius.

(ii) Balance 20% of the LC amount is payable after 3 months from the date of delivery at Mauritius on furnishing the satisfactory performance certificate from the purchaser.

All Bank charges outside Mauritius shall be borne by the supplier. The confirmation charges for the L/C will be borne by the supplier.

12. CHANGES IN PURCHASE ORDERS

12.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

(a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

(b) the method of transportation or packing;

(c) the place of delivery; or

(d) the services to be provided by the supplier.

12.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

13. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE

14.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the

right either to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting Suppliers.

14.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

14.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract.

14.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

15 Liquidated Damage

15.1 The date of delivery of the stores stipulated in the acceptance of offer should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given, save in exceptional circumstances and within the entire discretion of the Purchaser.

15.2 Should the Contractor fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to recover 2% (two percent) of the value of the delayed supply for each week of delay or part thereof up to a maximum deduction of 10% of the contract value.

16. Insurance

Insurance should cover Contractor's all risks valid up to delivery of goods at MTML stores Mauritius. It should cover Third Party Insurance, accident or injury to workmen and Transit Insurance for 110 % of value of goods.

The insurance shall be for an amount equal to 110 % of the CIF value of the goods from "*warehouse to warehouse*" on "*all risks*" basis including risks of TPND, SRCC and war clauses. All the items shall be fully insured by the Contractor up to the final destination.

Any item/part damage / lost shall be replaced by the Contractor free of charge at first and the insurance claim shall be made by the Contractor to recover the cost of damaged/ lost goods.

17 Force Majeure

17.1 If at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

17.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the Contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials / bought out components and stores as the Contractor may with concurrence of the Purchaser elect to retain.

- Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part,

a) if the Contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 13.3.
b) if the Contractor fails to perform any obligation(s) under the Contract; and
c) if the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

18.2 In the event that the Purchaser terminates the contract in whole or in part, pursuant to clause 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Contractor shall be liable to the Purchaser for any excess cost for such similar goods. This liability shall be without prejudice to any other claim which the Purchaser shall be entitled to make against the Contractor. However, the

Contractor shall continue performance of the contract to the extent not terminated. The Purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the Contractor and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the Contractor against his any dues under the contract or any previous contract.

- **Termination for Insolvency**

The Purchaser may at any time terminate the contract by giving written notice to the Contractor, without compensation, if the Contractor becomes unwilling, bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

- **Arbitration & Conciliation**

Any dispute, which remains to be resolved through amicable and good faith discussions between the parties within 180 days of the beginning of such discussion, shall be resolved in accordance with the Rules of United Nations Commission for International Trade Law (UNCTRIAL). The venue of arbitration shall be Mauritius. The laws of the Republic of Mauritius shall be applicable in arbitration. The language used in arbitration proceedings shall be in English. Each party shall bear its own cost for making submission to the Arbitration. The Arbitrator shall be appointed by the common consent of both parties, failing which by the Judge in Chambers of the Supreme Court of Mauritius on the application of either or both parties.

- **Subject Laws and Jurisdiction**

The contract shall be governed by Laws and the Courts at Mauritius will have jurisdiction to entertain any dispute or claim arising on the contract.

- **Set Off**

Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or the Govt. or any other person or persons contracting through the Purchaser and set off the same against any claim of the Purchaser or Govt. or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Purchaser i.e. the Purchaser or Govt. or such other person or persons contracting through the Purchaser or Govt.

It is an agreed term of the contract that the sum of money so appropriated under this clause by the Purchaser or Government will be kept withheld as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any

sum of money withheld under this clause and duly notified as such to the Contractor.

23. NOTICES

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by FAX or cable and confirmed in writing, by registered post. For the purposes of this Clause, the contact details of the Purchaser shall be as follows:
Chief Technical Officer
Mahanagar Telephone (Mauritius) Ltd.
'MTML Square'
63, Cybercity EBENE
Mauritius
Tel No. + 230 5294 3333 Fax +230 5294 0606

23.2 The Purchaser shall notify the Contractor in accordance with Clause 23.1 above in case of any amendment of the contact details specified in the said Clause 23.1.

23.3 The Contractor shall similarly notify the Purchaser of its contact details and any subsequent amendment thereto in accordance with Clauses 23.1 and 23.2.

23.4 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Confidentiality

The Contractor agrees that the terms of the contract shall remain confidential. The Contractor and its agents, employees and/or representatives may not disclose any term or condition of the agreement without the prior written authorisation of the Purchaser.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. Provisions spelt out in this section shall prevail over the conditions specified any where else in this RFP document, in case of conflict.

2. Purchaser reserves the right to blacklist a supplier for a suitable period in case he fails to honor his offer without sufficient grounds.

3. Sourcing OEM of all spares / equipments including software components shall be provided by the supplier.

4. **Quality Standards**: The Data modems shall be manufactured in accordance with the International Quality Standard ISO-9001:2000 for which the manufacturer shall be duly accredited. The quality plan describing the quality assurance system followed by the manufacturer shall be submitted.

5. If the Date fixed for opening of bids is, subsequently, declared as holiday by the MTML, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

6. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this RFP. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

7. The bidder should submit one sample of the data modems being offered, which are compliant with all the mandatory tests as defined in 3GPP standards and ICTA guidelines along with the bid.

8. These data modems shall be tested by the purchaser in a broad way for voice, SMS, & data functions, in their 3G network at Mauritius.

9. The supply of equipment will be accepted only after Testing/inspection is carried out by MTML‘s authorized personnel as per prescribed schedule and material passing the test successfully.

10. The bidders should clearly indicate for each category, the Model number, Chipset number, complete hardware / software details and the technology of the data modems along with features supported etc., which are being supplied against the RFP in each package.

11. The bidder shall furnish all inclusive itemized prices as per price schedule Section VII.

12. EVALUATION

12.1 The total cost of data modems& Documentation shall be considered in the evaluation.

12.2 MTML at its discretion, during evaluation, may call upon the bidders to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from MTML.

12.3 Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser or MTNL India.

12.4 The Purchaser reserves the right to counter offer price(s) against the price(s) by any bidder .

13. DOCUMENTATION: Bidder shall supply two sets of complete documents on description, operation & maintenance aspect of the data modems. **However, the user manual in English shall be supplied along with each data modem.**

14. Accessories

The bidder shall supply all required accessories for normal usage, as per the Schedule of Requirements. In case any such accessories, not included in the SOR , the bidder shall indicate such accessories under " any other items ".

15. Software: Software version of the Data Modems being supplied should be latest field proven & must be indicated.

16. Type Approval from ICTA: The quoted Data Modem models need to be type approved by ICTA. The successful bidder needs to provide all necessary details & certificates for making application to ICTA. If type approval is not granted by ICTA for any reasons, the order would be cancelled, without any claim from the bidder.

18. For the purpose of interpretation of all clauses of the terms and conditions of this RFP, the decision of the CEO, MTML shall be final.

SECTION V

SCHEDULE OF REQUIREMENT

3G/HSPA+ Data Modems

SPECIFICATIONS	Quantity	Delivery Schedule
HSPA+ data modem – USB Interface type as per the detailed specifications mentioned in the RFP	**500**	**The total quantity is to be delivered within 6 weeks from the Date of issue of LOI.**
HSPA+ data modem – USB Interface type with Wi-Fi feature as per the detailed specifications mentioned in the RFP	**500**	
HSPA+ data modem – Ethernet Interface (RJ45) type with Wi-Fi feature	**500**	

Note: A. 2% of total quantity of data modems are to be provided additionally for warranty obligations.

B. Duties & Taxes if any at Mauritius will be borne by MTML.

C. Delivery is to be done at MTML warehouse , Ebene in Mauritius

SECTION VI

TECHNICAL SPECIFICATIONS

1. The 3G - HSPA+ data modems (USB, Ethernet Interface(RJ45)) should meet the following Technical specifications / requirements:

1.1 The 3G - HSPA+ data modems (USB, Ethernet Interface) should support voice, SMS functions along with the data services. It should work as a plug & play device and should install automatically. Customer should be able to utilize features in different scenarios through a user-friendly GUI based interface with minimal configuration settings. The voice support feature in USB modems shall be optional and provisioning of this feature by the bidder shall be given priority during technical bid evaluation.

1.2 The drivers for Data Cards should support all popular operating systems (OS) which are being used by the PC users i.e. Windows, MAC OS & Linux etc. OS support for forthcoming releases of MS and other OS would be made available during warranty period. The list of OS being supported by the product will be provided by the bidder in its bid.

1.3 Security, Password and Network(s) locking features: separate password lock should be available for user, besides the APN based password lock. It should also support PIN management feature such as PIN1 authentication and modification, PUK1 unlock etc.

It should be possible to lock the usage of supplied data modems with MTML's network only i.e. it shall not be possible for the customer to use a SIM/USIM card of any other operator, however, it should continue to work in the networks of our roaming partners. The detailed implementation procedure will be provided by the bidder in its bid.

The software tools/drivers and cables (if required) for programming, configuration, software download, parameter change for network locking purposes shall be provided by the vendor.

1.4 Technical Standards: The data modem should support the following standards :

- HSPA+ (High Speed Packet Access Plus)
- HSUPA (High Speed Uplink Packet Access)
- HSDPA (High Speed Downlink Packet Access)
- WCDMA (Wideband Code Division Multiple Access)
- GSM(Global System for Mobile Communications)
- GPRS(General Packet Radio Service (System))
- EDGE(Enhanced Data Rates for Global Evolution)

1.5 RF Band: Should support the following bands –

- HSPA+/HSPA/WCDMA : 2100 MHz
- EDGE/GPRS/GSM: 1800MHz/900MHz

1.6 Bearer Support: Should support the following data services:

- **HSPA+:** DL 21.6 Mbit/s & UL 11Mbit/s / 5.76Mbit/s
- **HSPA:** DL 7.2Mbit/s UL 5.76Mbit/s
- **WCDMA PS:** DL 384kbit/s UL 384kbit/s
- **EDGE:** DL 236.8kbit/s UL 236.8kbit/s
- **GPRS:** DL 85.6kbit/s UL 85.6kbit/s
- **GSM CS:** DL 9.6kbit/s UL 9.6kbit/s

For WLAN:

- **802.11b**: 11Mbit/s, 5.5Mbit/s, 2Mbit/s, 1Mbit/s
- **802.11g**: 54Mbit/s, 48Mbit/s, 36Mbit/s, 24Mbit/s, 18Mbit/s, 12Mbit/s, 9Mbit/s, 6Mbit/s
- **802.11n**: 150Mbit/s, 75Mbit/s

1.7 The Data modems should have slot for SIM/USIM card and should support APN management & multi-profile dial-up management. The data cards should be preconfigured with MTML APN by default. The APN details to be configured as below -

APN : mtml
No username & password.

1.8 The Ethernet Interface data modem should have the following features:

- Wired and wireless network access, and should provide data routing service.
- Support wireless routing when the Wi-Fi is enabled
- Support for CS voice over telephone interface (RJ11), which can be used for connecting a telephone for the voice service.
- The following software features should be available :

A. Gateway
- Built-in DHCP Server
- DNS RELAY
- NAT
- ICMP
- ARP
- Default routing

B. Firewall setup
- Firewall Switch
- URL Filter
- Virtual Server
- Port Forwarding
- Port triggering

- DMZ Service
- UPnP Service
- ACL settings
- ALG settings

C. LAN

- 10Mbit/s and 100Mbit/s auto-negotiation
- MDI/MDIX auto-sensing
- IEEE802.3/802.3u is compatible

D. WLAN

- Supports Wi-Fi 802.11b/g/n
- 2 SSID broadcast and hiding are supported in maximum.
- Supports WPS 2.0
- **Authentication**:
    - Open System authentication
    - Shared Key authentication
    - 64/128-digit WEP encryption
    - WPA-PSK/WPA2-PSK encryption
    - AES ciphering algorithm
    - TKIP and AES ciphering algorithm synchronously
- **MAC address authentication**:
    - White list
    - Black list
    - The preceding two lists cannot coexist.
    - Up to 16 MAC address items.
- **Ratio adjustment**:
    - Automatically
    - Manually
- **STA management**:
    - Supports inquiry of STA status
    - Supports limit of access users (up to 32 users)

1.9 The USB Interface data modem should have the following features:

- Standard USB 2.0 High Speed
- MicroSD Card Slot
- PC Voice feature - make and receive phone calls through PC (optional)

Apart from the above, USB Wi-Fi modem should have the following additional features –

- WLAN with SSID broadcast, Authentication features
- Support for Firewall & DHCP
- Support wireless routing when the Wi-Fi is enabled
- support up to 10 users to connect to the wireless network

1.10 Sensitivity: The sensitivity in all the operative bands indicated should be better than -104 dBm.

1.11 **Antenna:** should have Inbuilt antenna and must have Receiver Diversity & equalization feature. For the Ethernet interface type modems, in addition to the internal antenna, also the external antenna option should be available for better reception. Detailed specifications indicating types & gain shall be furnished by the vendor.

1.12 **Max power consumption,** working current (average current): It should not require any external power for the USB interface type modem. The bidder will submit the details of power consumption, working current and idle current for each type of data modems proposed against this tender along with its bid.

1.13 **Environment:** There should not be any degradation in performance in the following environmental conditions**:**

i) **Work temperature** **:** **-**10C to +45C
ii) **Storage temperature** **:** -20C to +70C
iii) **Relative Humidity** **:** 20% to 80%

1.14 **Memory:**
USB data modems must have provision of memory slot and should support the extendable memory (T-Flash/ micro SD) up to 32GB.

1.15 **Size, weight, cover shell material, Color & Logo:** should be compact, slim, elegant and easy to handle. The maximum weight of USB data card should not more than 50 gram. The Cover shell material should be made of Plastic / metal. The bidder shall give details such as size, weight, cover shell material etc. of the products being offered against the tender.

Bidder must offer different options of colors. Also, a combination of colors is desired.

MTML logo needs to be printed at the packaging and preferably on the data modem body also.

1.16 **Indicator / symbol:** The indicators status should be available on the data modem. User-friendly design of LED indicator. Easy to observe the status of equipment.

1.17 **Support languages:** Data cards must support multiple languages including English which is mandatory. If desired by MTML, the bidder will be required to provide support in French language in addition to English.

1.18 **Phonebook:** The Data cards should support circuit switched domain data service based on UMTS/GSM and packet switched domain data service based on HSDPA/UMTS /EDGE/GPRS. After connect the Data cards should configure APN and set up a link and user may send/receive Emails, browse the Internet, and download files through an established wireless data channel.

1.18.1 **Storage No:** should have capacity to support minimum 500 nos. and can copy from SIM/USIM card to PC and vice versa.

1.18.2 Select storage location: should be capable for storing the data at any of these locations PC, SIM/USIM

1.19 SMS: The Data cards should support SMS service based on CS and PS domain of GSM and UMTS. Through GUI it should be possible to choose a bearing domain (packet switched domain or circuit switched domain) for sending messages. The Data cards should support message writing, editing, sending and receiving and group sending of messages (the bidder to provide the details of size of the group supported). Through GUI it should be possible to perform message management function such as setting Outbox, Inbox, Draft box, Trash box and Report box etc.

1.19.1 SMS Number: should have capacity to support minimum 250 nos. of SMS of 160 characters and can copy from SIM/USIM card to PC and vice versa.

1.19.2 Storage location selection: should be capable for storing the data at any of these locations PC, SIM/USIM

1.20 The following network features should also be available with the data cards:

i. Network selection:
Auto-select,
Manual-select,
Auto/manual-select

ii. Preferred network

iii. Listed network

iv. 2G-3G reselect and switch

v. Network Roam /reselect

vi. Network status display (including signal strength, operator's name, system mode, etc.)

vii. AUTO APN Matching

1.21 Call control: should support speech call, emergency call, DTMF, call forward, call limit, call waiting etc

1.22 Flow display and statistics (Data service):

- Statistics of the flow of a current connection (including time, data flow, sending/receiving flow and rate, and max. sending/receiving rate)

- Statistics of the previous flow (including sending/receiving flow and connection duration)

- Statistics of the total flow (including total sending/receiving flow and total connection duration)

1.23. The vendor shall undertake to supply on continuing basis all software updates. These updates may include new features and services and other maintenance updates. The software up-gradation shall be possible with minimum interruption to the service

1.24. Any update in the software at a later stage to overcome deficiencies of the system due to bugs, compatibility etc., shall be provided free of cost by the supplier.

****

SECTION VII

PART- I
BID FORM

RFP No.: MTML/01/2015/HSPA-DM Dated 22-04-2015.

To

Chief Technical Officer
MAHANAGAR TELEPHONE (MAURITIUS) LTD,
Mauritius

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence deliveries within ( ) weeks and to complete delivery of all the items specified in the contract within ( ) weeks calculated from the date of issue of your LOI.

3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 12% of the contract value for the due performance of the contract.

4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of 2015

Name and Signature ----------
In the capacity of ----------
Duly authorized to sign the bid for and on behalf of .....
witness .....
Address .....
Signature

SECTION VII

PART-II
TABLE-I
PRICE SCHEDULE FOR 3G HSPA+ DATA MODEMS

(Prices in US Dollars only)

S. No	Item Description (As per SoRt)	Quantity	Basic Unit Price	Taxes & Duties (Outside Mauritius)	Freight, Forwarding, Packaging	Insurance	Any Other Charges	Basic all inclusive Price {(4)+(5)+(6)+(7)+(8)}	Discounts	Total Price {(9)-(10)}x(3)
1	2	3	4	5	6	7	8	9	10	11
1	USB Type	500								
2	USB with Wi-Fi support	500								
3	Ethernet with Wi-Fi support	500								
	Total Price									

Note: 1. Duties & Taxes in Mauritius will be borne by MTML.
2. The total price quoted should be including all charges for delivery upto MTML warehouse at Ebene in Mauritius

Section-VIII

Bid Security Form

RFP No.: MTML/01/2015/HSPA-DM **Dated: 22-04-2015**

-

Ref No. :…… **Date :……..**

To
Mahanagar Telephone (Mauritius) Limited
'MTML SQUARE'
63, Cyber City, Ebene
Mauritius

Whereas [Name of Bidder] hereinafter called "The BIDDER" has submitted its Offer dated [date of submission] for the "Supply of 3G HSPA+ Data Modems
" hereinafter called "The Equipment".

KNOW ALL PEOPLE that we [name of bank] of [name of country] having our registered office at [Address of Bank] hereinafter called "The BANK" are bound unto Mahanagar Telephone (Mauritius) Limited, hereinafter called "The MTML" by the amount of USD 5,000/-(US Dollar Five thousand only) willingly and truly to be paid out to the said MTML upon entering any of the conditions specified below. The BANK, binds itself, its successors and assigns by these presents sealed with the common seal of the said bank this …….. day of …….. 2015.
The conditions of this obligation are:

a) If the BIDDER withdraws its Offer during the period of Offer validity specified by the BIDDER in its offer submitted to MTML;

or

b) If the BIDDER is selected for the second stage of the bidding process by the MTML, and is notified accordingly during the period of Offer validity if selected for award of contract fails to sign the contract within one month from the date of acknowledgement of Letter of Intent (LoI) and furnish the Performance Security in accordance Clause 29.2 of Section II and Clause 4 of Section III, General Condition of Contract.

We, the BANK , undertake to pay to the MTML up to the above mentioned amount upon receipt of its first written demand without the MTML having to substantiate its demand, provided that in its demand the MTML will note the amount claimed by it is due to the occurrence of one or both of the two conditions indicated above, specifying the occurred condition or conditions.

This guarantee will remain valid for 150 days from the date of submission and any demand in respect thereof should reach the bank not later than ……. date.

Signature of Bank Seal of Bank

Section IX
Performance Guarantee Form

RFP No.: MTML/01/2015/HSPA-DM **Dated: 22-04-2015.**

Ref No. :…… **Date:……..**

To
Mahanagar Telephone (Mauritius) Limited
'MTML SQUARE'
63, Cyber City, Ebene
Mauritius

Whereas [Name of supplier] hereinafter called "The SUPPLIER" has agreed for the "Supply of 3G HSPA+ Data Modems" hereinafter called "The Equipment". as per the conditions of Letter of Intent (LoI) issued to the SUPPLIER by Mahanagar Telephone (Mauritius) Limited, hereinafter called "The MTML"

AND WHEREAS it has been stipulated by you in the said Letter of Intent that the Supplier shall furnish you with a bank guarantee by a reputed first class commercial bank located in Mauritius specified therein as security for compliance with the SUPPLIER's performance obligations.

AND WHEREAS we have agreed to give the appointed SUPPLIER a guarantee:

THEREFORE, we hereby affirm that we are guarantors and responsible to you on behalf of the SUPPLIER up to a total of US DOLLAR…… {Amount of the Guarantee in Words]. We undertake to pay you, upon your first written demand declaring the SUPPLIER to be in default of its obligations and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid, without your needing to provide or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the …….. day of ……2015.

Signature of Bank

Seal of Bank

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach CTO, MTML before time of bid opening]

To

The Chief Technical Officer
MAHANAGAR TELEPHONE (MAURITIUS) LTD,
'MTML SQUARE'
63, Cyber City, Ebene
Mauritius

Subject: Authorization for attending bid opening on _____ (date) in the RFP of _____

Following persons are hereby authorized to attend the bid opening for the RFP mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		

Signatures of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder.

Note : 1.Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.